



Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

In the Matter of	)	
Petition of WorldCom, Inc. Pursuant	)	
to Section 252(e)(5) of the	)	
Communications Act for Expedited	)	
Preemption of the Jurisdiction of the	)	CC Docket No. 00-218
Virginia State Corporation Commission	)	
Regarding Interconnection Disputes	)	
with Verizon Virginia Inc., and for	)	
Expedited Arbitration	)	
	)	
In the Matter of	)	CC Docket No. 00-249
Petition of Cox Virginia Telecom, Inc.	)	
	)	
In the Matter of	)	CC Docket No. 00-251
Petition of AT&T Communications of	)	
Virginia Inc., etc.	)	

**VERIZON VA'S REBUTTAL TESTIMONY ON MEDIATION ISSUES  
(CATEGORIES I AND III THROUGH VII)**

**BUSINESS PROCESS**

KAY SCHNEIDER  
MARIANN C. TRIANO  
MARYELLEN LANGSTINE  
LEN CANALINI  
HOPE GALUNAS  
WILLIAM H. GREEN

SEPTEMBER 5, 2001

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1  
2 **I. INTRODUCTION**

3 **Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH VERIZON AND**  
4 **YOUR BUSINESS ADDRESS.**

5 A. My name is Kay Schneider. I am employed by Verizon as a Specialist – Systems  
6 Support. My business address is 600 Hidden Ridge, Irving, TX.

7 My name is Maryellen Langstine. Since September 1, 2000, I have served as  
8 Director Competitive Local Exchange Carrier (“CLEC”) Customer Support. My  
9 business address is 741 Zeckendorf Boulevard, Garden City, New York.

10 My name is Mariann Triano. I am employed by Verizon as a Specialist-- Systems  
11 Support. My business address is 650 Park Avenue, East Orange, New Jersey. My  
12 educational and telecommunications experience is set forth on Exhibit BP-1-a.

13 My name is Hope Galunas. I am employed by Verizon as an Access Customer  
14 Service Center Manager. My business address is 5003 Miami Blvd., Durham,  
15 N.C.

16 My name is Len Canalini. I am employed by Verizon as a Director of  
17 UNE/Resale Accounts. My business address is 130 West Street, 30th floor, New  
18 York, New York. My educational and telecommunications experience is set forth  
19 on Exhibit BP-1-a.

1 My name is William H. Green. I am employed by Verizon Services Group as  
2 Senior Specialist -- E-911 Wholesale Product Manager. My business address is  
3 1095 Avenue of the Americas, New York, New York.

4  
5 **Q. ARE YOU THE SAME WITNESSES WHO FILED DIRECT TESTIMONY**  
6 **ON BUSINESS PROCESS MEDIATION ISSUES ON JULY 31, 2001?**

7 A. Yes, except Mariann Triano Leonard Canalini have been added to the panel.

8  
9 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

10 A. The purpose of our testimony is rebut WorldCom's positions with regard to  
11 Business Process issues that had been on the mediation track, but remain  
12 unresolved. Specifically, those are Issue IV-56, which concerns Verizon VA's  
13 participation in the National Consumers Telecommunications Data Exchange  
14 ("NCTDE"); Issue IV-74, which concerns billing and billing procedures; and  
15 Issue IV-79, which concerns 911 service.

16  
17 **II. ISSUE IV-56: NCTDE**

18 **Q. HAVE YOU READ THE TESTIMONY OF WORLDCOM WITNESS**  
19 **SHERRY LICHTENBERG?**

20 A. Yes.

21  
22 **Q. WHAT ISSUE REMAINS BETWEEN THE PARTIES?**

1 A. There are really two issues here. First, WorldCom seeks to have the Commission  
2 require Verizon VA to participate in the NCTDE, allegedly so that it could obtain  
3 Verizon VA's customer payment history. In the alternative, WorldCom seeks  
4 access to Verizon VA's customer payment history through some other  
5 unproposed means.

6  
7 **Q. IS WORLDCOM'S PROPOSED LANGUAGE CONSISTENT WITH ITS**  
8 **STATED OBJECTIVE?**

9 A. No. According to WorldCom Witness Lichtenberg, WorldCom seeks to have the  
10 Commission require that Verizon VA participate in the NCTDE so that  
11 WorldCom will have "equal access" to Verizon VA's payment history  
12 information. WorldCom, however, operates under the mistaken premise that the  
13 NCTDE retains customer payment history.

14  
15 **Q. DOES THE NCTDE RETAIN CUSTOMER PAYMENT HISTORY?**

16 A. No, customer payment history is not retained in the NCTDE. Match reports that  
17 are returned from the NCTDE show only the original balance and current balance  
18 of the customer. Customer payment history is never even sent to the NCTDE.  
19 Contrary to what WorldCom's proposed language describes, the NCTDE does not  
20 contain delinquency information on current accounts (*cf.* § 2.1.4.1.5 of  
21 WorldCom's proposed interconnection agreement), all unpaid closed accounts  
22 that have been submitted to the NCTDE are unpaid final accounts; nor does the  
23 NCTDE contain any information about the length of time the customer had

1 service with its prior local or intraLATA toll provider (*cf.* § 2.1.4.1.6 of  
2 WorldCom's proposed interconnection agreement). Connect and disconnect dates  
3 of local service unpaid closed accounts are submitted when the account is sent to  
4 the NCTDE.

5  
6 **Q. IF CUSTOMER PAYMENT HISTORY IS NOT RETAINED IN THE**  
7 **NCTDE, PLEASE DESCRIBE WHAT THE NCTDE DOES RETAIN.**

8 A. The NCTDE is a database maintained by Equifax that is shared by multiple  
9 telecommunications companies including Long Distance carriers and some  
10 CLECs and ILECs. Based on information submitted by carriers from several  
11 states, the NCTDE attempts to match a member's new service connection orders  
12 with outstanding unpaid final accounts from any of the other members and helps  
13 to locate former customers whose service was terminated with an unpaid balance.  
14 All matches are "blind", meaning that the match is returned only as "local" or  
15 "long distance", etc. The initial report from a member to the NCTDE includes the  
16 customer's full name, social security number, other identification information,  
17 address, service date, previous address, service disconnect date, disconnect  
18 reason, report date (which is not necessarily the date the last payment was  
19 received), and the current amount due. Members of the NCTDE send an update  
20 only when a payment is received and this payment record overlays the existing  
21 record. When a new payment or update is submitted to the NCTDE, it is treated  
22 as an "addition" or "subtraction" from the original balance. The system  
23 recalculates the current balance amount and posts the new current balance. No

1 information is submitted that includes payment history when the account was  
2 active or whether the account was an "on-time" customer or a "late-paying"  
3 customer.

4  
5 **Q. WOULD VERIZON VA BENEFIT FROM PARTICIPATION IN THE**  
6 **NCTDE?**

7 A. No. In fact, in those former GTE territories where Verizon does participate in the  
8 NCTDE, Verizon terminated its membership on August 17, 2001. As described  
9 in our Direct Testimony filed on August 17, Verizon spent a considerable amount  
10 of money to participate in the NCTDE in its former GTE service territories with  
11 no reciprocal benefit. Furthermore, should Verizon VA be required to participate  
12 in the NCTDE, it would be forced to pay for the system design and infrastructure  
13 necessary to participate in this data exchange with no means to recover this  
14 expense. Finally, Verizon VA's legal obligations would prohibit it from acting  
15 upon the information in the same manner that CLECs can. Verizon VA cannot  
16 deny service to a new customer based on a match with a long distance carrier or  
17 CLEC that it receives from the NCTDE. Verizon VA can only require a new  
18 customer to pay regulated charges when the match leads back to Verizon VA.  
19 Verizon VA does not do an on-line check to NCTDE at the time the order is  
20 placed. It is only batch after the service is already installed. Long distance  
21 carriers have options available when they pull a match with another member, such  
22 as requesting a deposit or requiring a customer to put monthly payments on a  
23 credit card.



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**Q. WORLDCom PROPOSES THAT, IN THE EVENT THE COMMISSION  
DECLINES TO ORDER VERIZON VA TO PARTICIPATE IN THE  
NCTDE, VERIZON VA SHOULD BE DIRECTED “TO MAKE THE  
PAYMENT HISTORY SECTION OF THE CUSTOMER’S CSR  
AVAILABLE AS PART OF THE PRE-ORDER PROCESS.”  
WORLDCom WITNESS LICHTENBERG, AT 9. SHOULD VERIZON  
VA BE REQUIRED TO MAKE THIS INFORMATION AVAILABLE?**

**A.** No. WorldCom seeks to require Verizon VA to provide payment history on current and final accounts to assist it in determining the credit-worthiness of its new customers. Verizon VA strongly opposes this proposal. First, WorldCom may use the same methods that all business use to obtain credit information about potential customers. Indeed, WorldCom presumably has such information regarding its IXC customers. Second, under WorldCom’s proposal, Verizon VA would be required to furnish credit information to an outside company (WorldCom), effectively acting like a credit bureau subject to the requirements of the Fair Credit Reporting Act. In addition, Verizon VA might then be required to provide the same service to all other carriers. There is absolutely no basis for WorldCom’s demand that Verizon VA become its credit reporting agency for free. Such an absurd result was never contemplated by Congress or the Commission. Rather than saddle ILECs with an unintended burden of reporting consumer credit information, WorldCom may obtain such information from companies like Equifax, just as Verizon VA does.

1

2     **III.     ISSUE IV-74: INTERIM, STANDARD AND COLLOCATION BILLING**

3     **Q.     HAVE YOU READ THE DIRECT TESTIMONY OF SHERRY**  
4     **LICHTENBERG ON BEHALF OF WORLDCOM?**

5     A.     Yes.

6

7     **Q.     MS. LICHTENBERG ACCUSES VERIZON VA OF WITHHOLDING**  
8     **USEFUL BILLING INFORMATION IN ORDER TO HINDER**  
9     **WORLDCOM'S ENTRY INTO THE MARKETPLACE. CAN YOU**  
10    **COMMENT ON THAT?**

11    A.     That accusation is unfounded. What Ms. Lichtenberg conveniently ignores is the  
12           fact that, by virtue of interconnection and resale, Verizon VA routinely provides  
13           billing information to a myriad of CLECs, IXC's and other customers. As  
14           explained in its initial answer to this issue, it would be extraordinarily  
15           burdensome - if not *impossible* - for Verizon VA to maintain unique billing  
16           procedures for each customer. Therefore, Verizon VA has in place a uniform set  
17           of billing procedures that provide all CLECs with the information WorldCom  
18           seeks. It seems fairly telling that only WorldCom has suggested that these  
19           procedures are somehow deficient or unfair.

20

21    **Q.     ACCORDING TO MS. LICHTENBERG, THOSE BILLING**  
22    **PROCEDURES ARE UNILATERAL PROMULGATIONS OF VERIZON**

1           **VA THAT CAN BE CHANGED AT ANY TIME WITHOUT CLEC INPUT.**  
2           **IS THAT RIGHT?**

3    A.    No. Verizon VA's billing procedures are found in the CLEC Handbook and  
4           Customer Support Website. Any change to those procedures would be dealt with  
5           via the Change Management Process, where all interested parties have the  
6           opportunity to discuss their respective points of view.

7  
8    **Q.    PLEASE COMMENT ON MS. LICHTENBERG'S STATEMENT THAT**  
9           **"BILLING SHOULD BE BASED ON BOS-BDT, WHICH IS AN**  
10          **INDUSTRY STANDARD ELECTRONIC METHOD OF ENCODING**  
11          **BILLING INFORMATION."**

12   A.    As stated on its website, Verizon VA will provide an electronic bill in the format  
13          chosen by the CLEC from a list of available options. Verizon VA's CABS  
14          systems are capable of providing BOS-BDT bill format. The billing systems  
15          supporting Resale/UNE services, however, are not all capable of providing bills in  
16          the BOS-BDT format. Nonetheless, other electronic options used by the industry  
17          are available for Resale/UNE services, as described on the Websites.

18  
19   **Q.    DOES VERIZON VA AGREE THAT THE ELECTRONIC BILL SHOULD**  
20          **BE DEEMED THE "BILL OF RECORD?"**

21   A.    Not in all situations. While Verizon VA continues to work on this issue, not all of  
22          its systems can support electronic bills at this time. If an electronic BOS-BDT

1 billing format is available, that medium constitutes an official bill. Where that  
2 option is not yet available, the paper bill is the official bill.

3  
4 **Q. HAVE YOU REVIEWED THE REVISED CONTRACT LANGUAGE**  
5 **PROPOSED BY WORLDCOM THROUGH MS. LICHTENBERG'S**  
6 **TESTIMONY?**

7 A. Yes.

8  
9 **Q. PLEASE COMMENT ON THAT PROPOSED LANGUAGE.**

10 A. As a general proposition, Verizon VA simply cannot negotiate unique billing  
11 practices with each CLEC. Trying to do so would create an unmanageable  
12 situation for Verizon VA and would, inevitably, lead to confusion and breakdown  
13 adversely affecting all CLECs. A uniform set of billing procedures, open to  
14 discussion and evolution via the Change Management Process, is in everyone's  
15 best interests.

16  
17 If, however, the Commission determines that Verizon VA must negotiate specific  
18 billing procedures with WorldCom, then Verizon VA proposes the following  
19 modifications to WorldCom's proposed § 3.1.2. Most of these proposed changes  
20 are self-explanatory. With regard to § 3.1.4, Verizon VA's system does not allow  
21 it to bill separately for capital costs.

22  
23 3.1.2 Standard Billing

1 3.1.2.1 The providing Party will bill services in accordance with this  
2 Section [3] and at the rates set forth in Attachment I. The providing Party  
3 will use commercially reasonable efforts to provide accurate and auditable  
4 electronic bills and to format its electronic bills in accordance with  
5 national industry standard specifications, as appropriate. These electronic  
6 bills, **where available**, will be designated as the “Bill of Record” and will  
7 include a separate and unique billing code for, and the quantity of, each  
8 type of service purchased by the purchasing Party. **Where the providing**  
9 **Party is unable to provide an electronic bill, the paper bill will be the**  
10 **“Bill of Record”**. The providing Party will jurisdictionally identify the  
11 charges on these bills wherever it has the information necessary to do so.  
12 Wherever the providing Party is unable to identify the jurisdiction of the  
13 service purchased by the purchasing Party, the Parties will jointly develop  
14 a process to determine the appropriate jurisdiction.

15 3.1.2.2 The providing Party will bill the purchasing Party on a monthly  
16 basis under this Agreement. These monthly bills will include all  
17 appropriate charges, credits and adjustments for the services that were  
18 ordered, established, utilized, discontinued or performed during the  
19 relevant billing period. **The relevant billing period and whether**  
20 **services are billed in arrears or in advance shall be based upon the**  
21 **type of service, in accordance with any applicable tariff or, in the**  
22 **absence of a tariff, in accordance with the interconnection agreement.**

1 3.1.2.3 The providing Party and the purchasing Party will use reasonable  
2 commercial efforts to establish the same monthly billing date ("Bill Date")  
3 for each purchasing Party account within the state. The providing Party  
4 will include the Bill Date on each invoice transmitted to the purchasing  
5 Party. **Unless otherwise provided in the applicable tariff,** the payment  
6 due date (as described in this Attachment) shall be thirty (30) calendar  
7 days after the Bill Date. The providing Party will transmit all invoices  
8 within ten (10) **calendar business** days after the Bill Date. Any invoice  
9 transmitted on a Saturday, Sunday or a day designated as a holiday by the  
10 Parties' bill processing departments will be deemed transmitted on the  
11 next business day. If the providing Party fails to transmit an invoice  
12 within the time period specified above, the payment due date for that  
13 invoice will be extended by the number of days it is late.

14 3.1.2.4 The providing Party will use the same account identification  
15 numbers each month, unless it provides the purchasing Party with ten (10)  
16 days advance written notice of any change. If either Party requests an  
17 additional copy(ies) of a bill, such Party shall pay the other Party a  
18 reasonable fee per additional bill copy, unless such copy was requested  
19 due to an error or omission of the providing Party.

20 3.1.2.5 Except as otherwise specified in this Agreement, each Party shall  
21 be responsible for (i) all costs and expenses it incurs in complying with its  
22 obligations under this Agreement; and (ii) the development, modification,  
23 technical installation and maintenance of any systems or other

1 infrastructure which it requires to comply with and to continue complying  
2 with its responsibilities and obligations under this Agreement.

3 3.1.2.6 The providing Party and purchasing Party will identify a contact  
4 person for the handling of any questions or problems that may arise during  
5 the implementation and performance of the terms and conditions of this  
6 Attachment.

7 3.1.4 Collocation

8 3.1.4.1 Verizon agrees to ~~issue a separate bill identify~~ to MCIIm ~~for~~ any  
9 Collocation capital expenditures (~~e.g., defined as nonrecurring~~ costs  
10 associated with building the “cage”) incurred under this Agreement.

11 Verizon will ~~send these separate bills for identify the~~ Collocation capital  
12 expenses ~~to the location specified by MCIIm in the OCC section of the~~  
13 Collocation bill with specific USOCs. Verizon will bill all other non-  
14 capital recurring Collocation rates to MCIIm in accordance with this  
15 Section [3].  
16

17 **IV. ISSUE IV-79: 911 AND E911**

18 **Q. HAVE YOU READ THE DIRECT TESTIMONY OF ARIEL W. SIGUA ON**  
19 **BEHALF OF WORLDCOM?**

20 **A. Yes.**  
21

1    **Q.    DO YOU AGREE WITH MR. SIGUA THAT THE ONLY REMAINING**  
2           **DISPUTE INVOLVING 911 TRUNKING OR SERVICE IS WHAT HE**  
3           **DESCRIBES AS THE “PSAP ISSUE?”?**

4    A.    Yes. It is my understanding that WorldCom has accepted the 911 Attachment  
5           proposed by Verizon VA, subject only to resolution of the PSAP issue.

6

7    **Q.    WHAT IS VERIZON VA’S POSITION ON THAT ISSUE?**

8    A.    WorldCom states that “Getting them (the ten digit numbers) directly from  
9           Verizon is the easiest most efficient way for us (WorldCom) to obtain them.” *See*  
10          Sigua testimony at p. 4. While asking Verizon may be the easiest way for  
11          WorldCom to obtain these numbers, it is not the most efficient or accurate way to  
12          determine the Public Safety Answering Point’s (“PSAP’s”) Alternate Routing  
13          Scheme (“ARS”). Nor is the provision of these numbers by Verizon VA to other  
14          CLECs authorized by the E-9-1-1 governing bodies of certain states.

15

16          The governing body that controls the PSAP is responsible for developing an ARS  
17          that meets the needs of its particular jurisdiction. The purpose of the ARS is to  
18          insure that there are no individual points of failure. In the event of a trunk failure,  
19          some PSAPs use alternate routing numbers to redirect calls within the PSAP.

20          ARS numbers are assigned by PSAP governing bodies to Local  
21          Telecommunications Carriers. The carriers, in turn, code ARS numbers into their  
22          switches to use in the event of a trunk failure. In many cases, the number(s) are  
23          assigned based on the anticipated call volumes determined by traffic studies done



1 at the PSAP. Therefore, a number assigned to Verizon VA may not be the same  
2 number that is assigned to a particular CLEC. Privacy is also an issue, since  
3 many of the ARS numbers are non-published.

4  
5 In addition, not all CLECs are assigned a 10 digit ARS number. In the event of a  
6 trunk failure, they route calls to another PSAP or to Operator Services. Finally,  
7 Verizon VA cannot agree to WorldCom's proposed language because it could  
8 then be adopted in another jurisdiction, where the Verizon company could not  
9 adhere to it. In some jurisdictions, the PSAP governing bodies do not allow  
10 Verizon to release the 10 digit ARS numbers. For instance, in Rhode Island the  
11 governing body does not permit Verizon to provide the number to CLECs because  
12 it screens each CLEC to ensure that E 9-1-1 is not circumvented by using the 10  
13 digit number. CLECs sometimes do so to avoid the cost of developing the  
14 required E 9-1-1 architecture. This architecture is, nonetheless, necessary to  
15 ensure the public safety. Similarly, in New York City, Verizon is forbidden from  
16 using the 10 digit number for its Operator Services and is also forbidden from  
17 releasing this information to CLECs.

18  
19 Implementation of the proper ARS is indeed a public safety issue. It is imperative  
20 that WorldCom understand the Alternate Routing Scheme in each jurisdiction in  
21 which it operates. WorldCom should determine, during its initial contact with the  
22 PSAP, if a 10 digit number should be used in the case of a trunk failure and what  
23 number should be used. If there is no 10 digit number used in a particular

1 jurisdiction, WorldCom should consult with the PSAP governing body to  
2 determine WorldCom's role in that jurisdiction's ARS plan (*i.e.*, is there an  
3 alternate PSAP, should the calls be routed to Operator Services, etc.). WorldCom  
4 should then build and test all components of its E 9-1-1 architecture with the  
5 PSAP, in accordance with the applicable ARS.

6

7 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

8 **A. Yes.**

**Declaration of Kay Schneider**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections to which I testified are true and correct.

Executed this 17<sup>th</sup> day of August, 2001.

\_\_\_\_\_  
//ss//  
Kay Schneider

**Declaration of Mariann C. Triano**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections to which I testified are true and correct.

Executed this 5<sup>th</sup> day of September, 2001.

\_\_\_\_\_  
Mariann C. Triano

**Declaration of Maryellen T. Langstine**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections to which I testified are true and correct.

Executed this 17<sup>th</sup> day of August, 2001.

\_\_\_\_\_  
//ss//  
Maryellen T. Langstine

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**Declaration of Hope Galunas**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections to which I testified are true and correct.

Executed this 17<sup>th</sup> day of August, 2001.

\_\_\_\_\_  
//ss//  
Hope Galunas

**Declaration of Len Canalini**

1

2

3 I declare under penalty of perjury that I have reviewed the foregoing panel testimony and  
4 that those sections to which I testified are true and correct.

5

6 Executed this 5<sup>th</sup> day of September, 2001.

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\_\_\_\_\_  
//s//  
**Len Canalini**

**Declaration of William H. Green**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections to which I testified are true and correct.

Executed this 17<sup>th</sup> day of August, 2001.

\_\_\_\_\_  
//ss//  
William H. Green



**CURRICULUM VITAE FOR BUSINESS PROCESS PANELISTS**

**I. MARIANN C. TRIANO**

Ms. Triano has twenty-nine years of experience with Verizon. She has held various staff positions in service orders, billing and live and final collection systems. In her current position, Specialist-- Systems Support, she is responsible for support of the live collection system used in the former Bell Atlantic territory.

**II. LEN CANALINI**

Mr. Canalini earned his Masters Degree in Business Administration in 1999 from CW Post Long Island University. He has over 20 years experience in the Telecommunications Industry. Over the course of his tenure with Verizon and its predecessor entities, he has held a variety of positions with increasing levels of responsibility, including: Billing, Collections and Provisioning, and Maintenance. In January 2001, he assumed his current position. His responsibilities include managing three billing and collections centers across the Verizon footprint. He is responsible for Resale/UNE-P account inquiry, billing dispute activities and collection activities. He handles Director escalations, 271 related issues, bankruptcies and HR issues.

1                                   **Declaration of Len Canalini**

2

3   I declare under penalty of perjury that I have reviewed the foregoing panel testimony and

4   that those sections to which I testified are true and correct.

5

6   Executed this 5<sup>th</sup> day of September, 2001.

7

8

9                                   Len Canalini //ss// 109-54-6869

10   Len Canalini

11

12


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**DECLARATION OF KAY SCHNEIDER**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

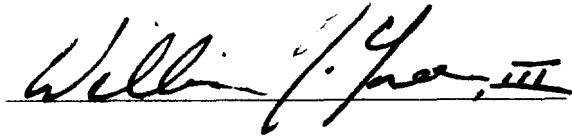
Executed this 29th day of August, 2001.

  
**{FILL IN NAME AND SIGN ABOVE}**

**DECLARATION OF WILLIAM H. GREEN, III**

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 5th day of September 2001.

A handwritten signature in black ink, appearing to read "William H. Green, III", written over a horizontal line.

William H. Green, III

**Declaration of Hope Galunas**

1

2

3 I declare under penalty of perjury that I have reviewed the foregoing panel testimony and  
4 that those sections to which I testified are true and correct.

5

6 Executed this 5<sup>th</sup> day of September, 2001.

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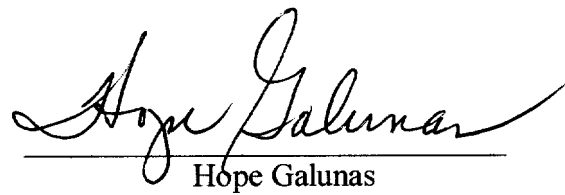
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Hope Galunas